

CONTRACT FOR PROFESSIONAL PHOTO BOOTH SERVICES

_____ (Client) hereby hires NDE Sounds – By Request (“NDE”) to provide professional photo booth services for:

_____ [Type of Event]

_____ [Address of Event]

beginning at _____ and ending at _____

on, _____ [Day of Week] _____ [Month/Day/Year].

NDE will supply a complete system, which will be set up and tested prior to the event start time. At least one week prior to the event, client will submit the proposed floor plan with a 10’ by 20’ reserved space. Client will provide a suitable grounded electrical outlet(s) to which no other equipment has been connected. Client will arrange for a parking space for NDE’s vehicle(s) and pay the cost, if any.

If the event is delayed as a result of NDE’s late arrival, the Client has the option to either extend the services by double the time delay, or reduce the fee on a pro rata basis according to the time lost, except to the extent of compensation previously paid by Client under this contract. NDE is not responsible for the inability to provide services due to accident, injury, equipment failure, or other condition reasonably beyond his/her control.

Damages

If NDE experiences an equipment breakdown and is not able to finish the event, the fee will be paid on a pro rata basis determined by the length of playing time. This will not apply in the case of damage to the equipment that is caused by persons or incidents at the event. If damage is caused to the NDE’s equipment as the result of negligence by the client or persons at the event, the client is fully responsible for reimbursing the full value of all equipment damaged. **Initial Here** _____

Indemnification

Client agrees to, and understands the following: All guests using the photo booth hereby give to NDE the right and permission to copyright and use, photographic portraits or pictures of any photo booth user who may be included intact or in part, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose. In addition, I hereby release, discharge and agree to NDE, from any liability, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

The Client will indemnify, defend, and hold NDE harmless from all actions, proceedings claims, demands, liabilities, losses, judgments, damages, penalties, or expenses, of whatever kind, including interest, attorneys’ fees, court cost, and other reasonable cost and charges resulting from the negligence or intentional misconduct of the Client or third parties involved with or present at the event, including guest and venue staff. To cover any such claims, the Client may obtain a single liability insurance policy.

Payment

In consideration for the services provided, Client agrees to pay NDE a total fee of \$ _____ by check or by cash.

Client agrees to pay a nonrefundable booking fee of 50% of the quoted cost for the event. \$ _____ DJ may schedule another event on the same date and time if no deposit has been received.

The remaining balance must be paid within 72 hours of the event. Failure to pay the balance due on the date of the event to DJ will subject Client to a \$ 100.00 late fee plus interest at the rate of 5% per month on the unpaid amount. Client will pay an additional \$50.00 for all returned checks.

